

# THE UNIVERSITY OF ALABAMA

## INVITATION FOR BID

**ATTENTION: This is not an order. Read all instructions and terms and conditions carefully.**

**INVITATION NO.:** T052979

**Issue Date:** 12/04/2012

**Title:** Charter Bus for Million Dollar Band, BCS  
Championship Bowl Game, Miami, FL

**Buyer:** Jennifer Patrick

**Phone:** (205) 348-5026

**Email:** jpatrick@fa.ua.edu

**RETURN ALL COPIES OF BIDS TO:**

**THE UNIVERSITY OF ALABAMA  
PURCHASING DEPARTMENT  
(Street Address) 1101 Jackson Ave Suite 3000  
Tuscaloosa, Alabama 35401**

**OR**

**(Mailing Address) Box 870130  
Tuscaloosa, Alabama 35487**

**PHONE: (205)348-5230 FAX: (205) 348-8706**

**Bid Responses may NOT be faxed or emailed.**

**IMPORTANT: SEALED BIDS MUST BE RECEIVED BY 12/10/12 @ 2:00 P.M. CST TIME**

**Bid number and opening date must be clearly marked on the outside of all bid packages.**

1. Pursuant to the provisions of the State of Alabama Competitive Bid Law, Section 41-16-20 and/or 39-2, rules and regulations adopted there under sealed bids will be received on the items noted herein by The University of Alabama Purchasing Department until the date and time stated above. In accordance with Alabama State Bid Law Section 41-16-27, where applicable, the University reserves the right to enter into negotiations within thirty (30) days of the bid opening.
2. The University's [General Terms and Conditions](#) and [Instructions to Bidders](#), apply to this Solicitation and shall become a part of any contract issued hereunder.
3. For purposes of this Solicitation, the Solicitation documents shall consist of the following components:  
a) Invitation for Bid and any Addenda; b) [General Terms and Conditions](#); c) [Instructions to Bidders](#)  
In the event that any provision of the component parts of the Solicitation conflicts with any provision of any other component parts, the component part first enumerated shall govern.
4. This Agreement and any disputes hereunder shall be governed by the laws of the State of Alabama without regard to conflict of law principles.

### CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases in Alabama. **By submitting a response to this solicitation, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557;** they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that The University of Alabama may declare the contract void if the certification is false.

### DISCLOSURE STATEMENT

1. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama, this information must be included in your solicitation response. Failure to disclose this information in your response may result in the elimination of your proposal from evaluation.
2. If you or any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of your firm or any member of their households is an employee of The University of Alabama; and you or your firm is awarded a contract as a result of this solicitation, then within ten (10) days after the contract is entered into, you agree to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by the University furnish evidence of such filing.
3. By accepting payments agreed to in any purchase order resulting from this bid, Contractor certifies that to its knowledge no University employee or official, and no family members of a University employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to the University on the Disclosure Statement of Relationship Between Contractors/Grantees and Employees/Officials of The University of Alabama.

### AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided in Code of Alabama 6-5-180 that

1. In accordance with Code of Alabama Section 41-16-25, amended 1975 that the attached response has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
2. The contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
3. The bidder is legally entitled to enter into contracts with The University of Alabama and is not in violation of any prohibited conflict of interest, including those prohibited by the Code of Alabama 13A-10-62, as amended 1975.
4. I have fully informed myself regarding the accuracy of the statement made above.

### THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION-PREPAID AND ALLOWED	CITY, STATE & ZIP CODE:	DATE:
QUOTE VALID UNTIL:	SIGNATURE:	Typed/Printed Name of Signor

**SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.**

**Please Note New Bid Specification and Requirements Indicated Below**

**State of Alabama Immigration Law**

If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

If you are not currently enrolled in E-Verify, follow these instructions:

- Log onto [www.uscis.gov/everify](http://www.uscis.gov/everify)
- Click "Getting Started" for information about the program, requirements, and enrollment process.
- Click "Enroll in E-Verify" and begin enrollment process.
- When enrollment process is complete, click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.
- For further assistance please consult the [E-Verify Quick Reference Guide](#).

If you have previously enrolled in E-Verify, follow these instructions:

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**The following has been added to the University of Alabama's General Terms and Conditions**

**35. State of Alabama Immigration Law**

Pursuant to the State of Alabama Immigration Law, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## INVITATION FOR BID

The University of Alabama requests sealed bids as per attached general and technical specifications or equal unless otherwise specified in the Special Conditions.

All Bidders submitting a bid must read all specifications carefully and respond accordingly. Failure to do so may eliminate your bid from consideration due to non-compliance.

### 1.0 GENERAL SPECIFICATIONS

- 1.1 All bid responses, technical information and any other attachments furnished to The University of Alabama in response to this request for quotation must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of this bid.
- 1.2 The stated requirements appearing elsewhere in this solicitation shall become a part of the terms and conditions of any resulting contract. Any deviations there from must be specifically defined. If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this solicitation.

**Note: Bidders shall not submit their standard terms and conditions or purchase order terms as exceptions to or modification of the terms and conditions of this solicitation. Each exception to or modification of a University term and condition shall be individually listed by the bidder. Failure to follow this instruction may result in the determination that a bid submission is non-responsive to a solicitation and the rejection of that bid.**

- 1.3 The issuance of a University Purchase Order (P#) or a signed Contract document is required to constitute a contract between the successful Bidder and the University which shall bind the successful Bidder to furnish and deliver the commodities ordered at the prices, terms and conditions quoted and in accordance with the specifications of this Solicitation as well as the terms and conditions of the University's Purchase Order or Contract. No shipments are to be made to The University of Alabama without the issuance of a Purchase Order (P#). (Bidders are not to accept or ship items against a requisition number "R" #.)
- 1.4 Any questions concerning these specifications should be directed to the Buyer listed on the signature page.
- 1.5 No department, school or office at the University has the authority to solicit or receive official Solicitations nor authorize Solicitation or Contract changes other than the Purchasing Department. All solicitations are issued under the direct supervision of the Associate Director for Purchasing and in complete accordance with the State of Alabama Bid Law, Section 41-16-20 and University policies and procedures.
- 1.6 The terms and conditions included in this Solicitation along with any addenda, any University contract and/or University purchase order(s) issued referencing this Solicitation, the University's [General Terms and Conditions](#), [Instructions to Bidders](#) shall constitute the entire and exclusive Contract between the University and the successful Bidder.
- 1.7 **State of Alabama Immigration Law**  
If the successful bidder is located in Alabama or employs an individual or individuals within the State of Alabama, the successful bidder shall provide a copy of its Employment Eligibility Verification (E-Verify) company profile. To expedite the ordering process, this document may be submitted with the bid response.

If the successful bidder is not located in the State of Alabama and does not employ an individual or individuals within the State of Alabama, the successful bidder shall complete and return the Certification of Compliance form included with this Request for Price Quotation (E-Verify company profile is not required). To expedite the ordering process, this document may be submitted with the bid response.

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- Click "Edit Company Profile" and print this one-page document.
- This one-page document must be submitted prior to a contract or purchase order being issued.

### 2.0 QUALIFICATIONS AND STANDARDS

Due to the importance of maintaining a safe University environment, it is imperative that the successful bidder meet certain qualifications that will guarantee The University of Alabama the successful Bidder is qualified to furnish and deliver products, equipment and services or furnish, deliver, install, service and/or repair equipment whichever is applicable as required in this Solicitation. In order for Bidders to qualify, the following requirements must be fulfilled:

- 2.1 The Bidder must provide, in writing, a statement that the Bidder has been regularly engaged in business for a minimum three (3) years engaging in furnishing, delivering, servicing, repairing and installing, equipment, goods, or services required in this Solicitation. In lieu of the minimum number of years in business, a performance bond may be submitted in the amount of one hundred (100 %) per cent of the contract price. This bond will be used to secure the completion of the project should the successful Bidder default for any reason. Failure to comply with this requirement may eliminate your bid response from consideration.
- 2.2 Each bidder required to provide a bond, shall submit a letter from a bonding agent licensed to do business in the State of Alabama stating that if the bidding company is the successful bidder, said bonding agent will furnish a 100% performance and payment bond covering and including products and service for the duration of the contract period. Said bond shall be subject to the approval and acceptance of The University of Alabama. The bond must be furnished to the University Purchasing Department within forty-eight (48) hours after receipt of the purchase order. The premium of the bond shall be paid by the successful bidder. Failure to provide the bond letter or bond will eliminate your bid from consideration in the bid award.

### 3.0 REFERENCES

References must include at least three (3) other universities, institutions or businesses, which the bidder has successfully provided products, services or installation of equipment similar to those required in this Solicitation in terms of manufacturer, size, features, service or type of installation. The references must include company name, address, project/delivery date, contact name, phone number, and email address.

### 4.0 PRODUCT SPECIFICATIONS

Specify all terms and conditions of the warranties associated with your products with your bid response.

## 5.0 PRICE QUOTATION

- 5.1 **IMPORTANT:** It is required that the PRICE QUOTATION SHEET(S) furnished with this Request for Price Quotation be completed and submitted with your proposal. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 5.2 All prices shall be quoted furnish and install (if applicable) FOB The University of Alabama, Tuscaloosa, AL 35487 prepay and allowed. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder. The successful Bidder must transport at the time of set-up, the equipment and supplies necessary for this installation to campus. No direct shipments will be accepted.
- 5.3 It is the Bidder's responsibility to verify any information, measurements and obtain any clarifications prior to submitting the bid response. The University is not liable for any errors or misinterpretations made by the Bidder in response to this Solicitation.
- 5.4 The successful Bidder under the specifications required in this Solicitation shall furnish at its expense all equipment, labor, tools, supplies, transportation, insurance and other expenses necessary to fully perform any phase of the requirements of this Solicitation.
- 5.5 Quote prices firm for a period of ninety (90) days following the bid opening date unless otherwise stated in the Special Conditions. Bids that do not guarantee pricing firm for this period may be eliminated. Failure to quote the term for which your prices will remain firm may eliminate your bid from consideration.
- 5.6 The quoted price must include but not be limited to all cables, wires, connectors, etc. to make a complete functioning unit unless specifically stated in the special conditions.
- 5.7 Include with your bid response complete details of your company's Return Merchandise policy, including, but not limited to, amount of any restocking fee required, procedures, limitations, contact person and phone number. While the University does not enter into any purchase with the intent to return items ordered, we do require this information be included with your bid response. Failure to include this information may be grounds for elimination of your bid from consideration.

## 6.0 DELIVERY, INSTALLATION AND TRAINING REQUIREMENTS

- 6.1 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 6.2 All items must be delivered directly to the University by the successful Bidder and placed according to the instructions supplied by the University.

## 7.0 INSURANCE

- 7.1 See [General Terms and Conditions](#) for general Insurance Requirements, Additional Insurance requirements may be listed in the Special Conditions Section.
- 7.2 The successful Bidder shall provide the University Purchasing Department a certificate of insurance listing the required types of insurance and minimum liabilities specified in the [General Terms and Conditions](#) unless otherwise modified in the Special Conditions.
- 7.3 The certificate must be received by The University of Alabama Purchasing Department within three (3) days of request. Failure to comply with this request may eliminate your bid from consideration in the bid award.
- 7.4 The University reserves the right to terminate any resulting contract, if the Bidder fails to keep these policies in force for the above amounts or for the duration of the contract period.
- 7.5 The umbrella policy must be listed on the insurance certificate with an explanation of the coverage.

**8.0 RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF**

From the issue date of this Solicitation until a Contractor is selected and a contract award is made, Bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Department representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Bidder presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder's response to this Solicitation.

## 9.0 SPECIAL CONDITIONS

- 9.1 The University of Alabama requests sealed bids for charter bus service for **The University of Alabama Million Dollar Band at the BCS Championship Bowl Game in Miami, FL** as per the quotation sheet.
- 9.2 The contractor(s) must use only their company owned buses. No trips can be subcontracted to another bus company or individual.
- 9.3 The University of Alabama students and personnel must arrive at the scheduled event on time. All penalties, fines, or charges incurred by The University because of mechanical malfunctions, breakdowns, or due to the negligence of the driver(s), the bus company, its agents, employees or subcontractors, will be the responsibility of the contractor, with the exception of acts of God, or other events or circumstances beyond the control of the contractor. However, the contractor should always take into consideration weather conditions that may affect transportation and communicate this information to the appropriate University personnel in charge of the trip.
- In the event of mechanical malfunctions or breakdowns, the contractor will be responsible for providing replacement transportation for The University of Alabama Students and personnel, so that they arrive at the scheduled event on time and return to the University as scheduled with all services of this bid provided. The cost of the replacement transportation, mechanical repairs, or towing service will be the responsibility of the contractor. The University will pay only the original contracted bid price for the scheduled charter.
- 9.4 The dates of usage and city where the event will be held are listed on the quote sheet enclosed in this bid package. All dates and times of departure could be changed due to change in meet time and date.
- 9.5 The contractor guarantees that if any health-related information is obtained by any method or manner of delivery and in any form or medium, this information will not be shared with other persons causing a violation of the individual's privacy. The contractor further agrees that the University is authorized to terminate this contract without penalty or liability to the contractor if the University, in its sole discretion, reasonably suspects that the contractor has violated this requirement. If the contractor is required to access, use, or disclose individually identifiable health information from any HIPAA-covered department within the University in order to perform the agreed upon services under the contract with the University, then the contractor agrees to sign a Business Associate Agreement that complies fully with the HIPAA Privacy Regulations. (A copy of the standard Business Associate Agreement is available upon request).

### 9.6 Bus Specifications:

- 9.6.1 All buses must be model year 2002 or newer and equipped with anti-lock brakes.
- 9.6.2 All buses must be Extra-Wide Body, 102" buses.
- 9.6.3 All buses must seat the number of passengers specified on the Request for Price Quotation.
- 9.6.4 All buses must have individual overhead air controls.
- 9.6.5 The exterior of the bus must be well painted and clean with no signs of damage.
- 9.6.6 The interior of the bus must be clean with upholstery and flooring in good condition.
- 9.6.7 Restroom facility must be completely functioning and clean. Restrooms must be clean and must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus. Restrooms must be sufficiently stocked with standard restroom products such as soap and paper products.
- 9.6.8 Air-conditioning and heating must be in excellent working order.
- 9.6.9 Overhead parcel racks must be inside the bus.
- 9.6.10 TVs, VCRs and DVD players are required. All buses must have at least four (4) to six (6) monitors per bus that are in excellent working order.

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- 9.6.11 All buses must have a GPS System.
- 9.6.12 All buses must have satellite TV and wireless Internet
- 9.6.13 All buses must have under the bus storage/baggage compartments with locks.
- 9.6.14 All charter buses provided for the scheduled trips MUST be in excellent condition and be certified by and meet all of the Department of Transportation Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to The University of Alabama for inspection.
- 9.6.15 Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
- 9.6.16 **BUS INSPECTIONS:** If an inspection of your bus or buses is requested by The University of Alabama, the inspection should take place within ten (10) working days of request. The records for the bus or buses MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION. Failure to provide these records may eliminate your bid from consideration.
- 9.6.17 **COMPLIANCE WITH DOT:** Contractor will be responsible for compliance with all DOT/FHWA laws, rules and regulations with regard to the service provided to The University of Alabama. . If more than one (1) driver per bus is needed based on the trip itinerary, it is the contractor's responsibility to determine this need. The University expects contractor and their driver(s) to be in compliance with all requirements and the University group's safety to be of the highest priority.
- 9.7 Cell Phones and Two-way Radios: Every bus used for The University of Alabama MUST have a functioning cell phone and two-way radio with each driver at all times and be available for contact at any time during the trip. Failure to provide cell phones and two-way radios may eliminate your bid from consideration.
- 9.8 Convoy Requirements:  
The University of Alabama Million Dollar Band is a very large group that requires from 3 to 8 buses to travel in a convoy. It is very important for safety and efficiency purposes that the successful bidder be proficient in moving a large convoy with drivers well trained in this type of movement. To insure that both safety and efficiency are maintained the University is requiring the following:
- 9.8.1 Radios for communication with the troopers: All of the buses in the convoy must have low frequency radios or some of a similar nature that will allow the State Troopers to communicate with each bus separately. Cell Phones are in addition to this requirement. Failure to provide cell phones may eliminate your bid from consideration. The volume of radio communication between drivers during the trip should be kept low.
- 9.8.2 All drivers must be trained and experienced in convoy and escort movement prior to the Million Dollar Band trips.
- 9.8.3 Prior to departure time for each trip, **ALL THE DRIVERS FOR THAT PARTICULAR TRIP WILL MEET WITH STEVE SIMPSON TO RECEIVE THE ITINERARY AND DISCUSS CONVOY REQUIREMENTS.** It is also the responsibility of the successful bidder to inform all the drivers of the bid and convoy requirements prior to the drivers' meeting with Steve Simpson.
- 9.8.4 At the discretion of the director, remaining in convoy may or may not need to be necessary during certain portions of the trip. **FAILURE TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS MAY BE GROUNDS FOR ELIMINATION FROM THE BID AWARD AND FROM THE UNIVERSITY'S LIST OF RESPONSIBLE BIDDERS.**
- 9.9 Drivers Sleeping Accommodations: Driver's Rooms will be reserved for game sites away from Tuscaloosa, at team headquarters. **TWO DOUBLE ROOMS (2 DRIVERS PER ROOM) WILL BE RESERVED AT THE UNIVERSITY OF ALABAMA'S EXPENSE. THE UNIVERSITY WILL NOT PROVIDE INDIVIDUAL ROOMS FOR EACH DRIVER.** No lodging will be provided for drivers for Tuscaloosa games.
- 9.10 Campus Loading Location: Every pickup and drop off will be designated in the trip itinerary. The group leader or head coach will advise of any adjustments once team and buses are on site.
- 9.11 Trip Confirmation Policy: Contractors are required to confirm a charter upon receipt of a University purchase order for the charter trip(s) indicated on the purchase order. All charters must be confirmed within



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twenty-four (24) hours of receipt of a University purchase order. If the contractor does not have a bus available, the contractor must fax a copy of the purchase order with a note on it that says: "no buses are available for this trip, charter declined", signed and dated by a company representative. This must be faxed to Ms. Jennifer Patrick at (205) 348-8706 or e-mailed to [jpatrick@fa.ua.edu](mailto:jpatrick@fa.ua.edu). Failure to notify the University of the unavailability of a charter bus will result in the contractor reimbursing the University any additional expense incurred in obtaining a bus from another vendor. This may also result in the removal of the vendor from the University's list of responsible vendors.

9.12 **Contact Person:** The contractor is responsible for contacting the person in charge (the contact person) of the group upon receipt of the purchase order and again within seven (7) days prior to departure. Contact person will be provided on the purchase order.

9.13 **Driver Service:** All drivers provided for The University of Alabama trips must adhere to the following requirements:

9.13.1 Driver **MUST always be on time. It is the driver's responsibility to verify times and itinerary.**

9.13.2 Driver service is critical. The drivers must stay with the buses and transport The University of Alabama students and personnel to and from hotels, practices, meals, meets and any other functions. The drivers must be available for contact at any time during the trip. Drivers may be expected to make multiple shuttle trips when the need arises. No limit shall be placed on the number of people per shuttle trip, as this transportation will be needed as determined by the University employee in charge of the trip. Your bid price must include allowances for shuttle trips as well as the road trip from the original departure point to the destination and the return trip.

9.13.3 Drivers **MUST** be dressed in Professional Bus Driver uniform and wear contractor name tags at all times while transporting the University group and personnel. Street clothes are totally unacceptable.

9.13.4 Drivers **MUST** stay in the same hotel as the group on overnight trips to be available to transport The University of Alabama group and personnel to and from the hotel for practices, meets, meals and other functions.

9.13.5 Drivers **MUST NOT** leave the group without permission from the Head Coach, operations manager, group leader or administrator. This includes any site where the bus has stopped and any site the University team or group is located.

9.13.6 Drivers and buses **MUST BE** on-site no later than thirty (30) minutes to one (1) hour prior to departure times as specified in group leader's itinerary. Written itinerary will be supplied to the Contractor prior to the trip. Late arrival of the bus is subject to financial penalty.

9.13.7 Drivers will schedule smoke breaks at the same time the group stops for meals, snacks or restroom breaks.

9.13.8 Drivers must adhere to the required rest break and hours of service requirements as established by the U.S. Department of Transportation – Federal Motor Carrier Safety Administration ("FMCSA"). The Contractor will provide relief drivers and/or take the necessary steps to control the adherence with the rest break/hours of service rules as outlined in FMCSA Part 395.5.

9.13.9 Drivers should obtain directions and determine travel routes for all destinations, prior to departing, including travel within a city. It is the contractor's responsibility to be knowledgeable of all routes..

9.13.10 Drivers are expected to have a pleasant, encouraging attitude and provide excellent professional service. Conduct that is not acceptable includes but is not limited to: General rudeness, offensive language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed.

9.13.11 Drivers are not to discuss or request gratuity from staff or students.

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- 9.13.12 Drivers should only use his/her cell phone for an emergency. Drivers should not have personal conversations on the cell phone while driving the bus.
- 9.13.13 The contractor is responsible for communicating the bid requirements to their driver(s) prior to the trip. Contractor (bus company) will be penalized financially if the driver(s) fails to perform and does not fulfill the contract obligations as described in this document and/ or in bid specifications. The amount of the penalty will be at the discretion of the University and will be determined by the severity of the non-performance of the driver.
- 9.14 Bid Award Conference: At the time of the bid award, the successful bidder may be required to meet with the Director of the Million Dollar Band, Assistant Director of Athletic Bands, Jennifer Patrick, Senior Buyer for Athletics and Charters and Pollye Hardy, Associate Purchasing Manager to discuss bid and convoy requirements. The equipment and service requirements of this bid will be reviewed with the apparent successful vendor prior to any purchase orders being issued. Vendor will confirm in writing their understanding of these requirements if requested.
- 9.15 The University of Alabama expects all of the bus systems to be in excellent working order. It is expected that the quality of the buses bid have fully functioning equipment to maintain passenger comfort and pleasure. If the air-conditioning/heating system, VCR/DVD monitor system or any other bus system ceases to function at a comfortable or acceptable level during the trip, the University will impose a penalty of up to twenty-five percent (25%) of the trip total. The University Purchasing Department will determine the exact penalty based on the circumstances.
- 9.16 If you do not have the following information on file with the University of Alabama Purchasing Department, it must be submitted within three (3) working days of request, or your bid may be eliminated from consideration in the bid award.
1. Your company's DOT Certificate.
  2. Your company's State Permit No.
  3. An original insurance certificate
- 9.17 Cancellation Policy: If your company has a cancellation policy that the University must follow, it must be clearly stated on your bid response. Time frames & percentage of penalty must be stated. Otherwise, the University will assume there is no penalty for cancellation.
- 9.18 Invitation for Bid  
No. 2 does not apply to this solicitation.  
No. 3, References, is modified as follows:  
References may be required in the evaluation of the bid.
- No. 5, Price Quotation, is modified to include:  
Bid prices must include all equipment, drivers, services, insurance, fuel, taxes, fees, gratuity and any other expense, with the exception of lodging for the driver, for each trip. The University will not incur any additional cost above the contractor's stated bid price. All prices quoted must remain firm for the duration of this contract.
- 9.19 General Terms and Conditions  
No. 3, Contract Provisions by Reference, is modified to include:  
All services must be confirmed by a University representative. The University will not be responsible for any charter service provided without obtaining a University purchase order and the confirmation by a University representative upon completion of the charter service.
- No. 6, Insurance, is modified to include the following:  
Commercial Business Automobile Liability      \$5,000,000 - combined single limit, Must include hired and non-owned liability  
All other insurance requirements remain as stated in the General Terms and Conditions.
- 9.20 Instructions to Bidders  
No. 7, Payment and Taxes, is modified to include:  
Itemized invoice(s) showing net pricing for each trip contracted must be submitted to the University in order for payment to be made. Delivery tickets and statements will not substitute as an invoice. Payment for all trips contracted will be made after those trips have been completed and are proven to meet all requirements set forth by the University. No down payment will be made with order. Credit cards cannot be used as payment for a bus charter.

## 10.0 QUOTE SHEET

The University of Alabama requests sealed bids for charter bus service for **The University of Alabama Million Dollar Band at the BCS Championship Bowl Game in Miami, FL** as per the quotation sheet. All charter bus service must be in accordance with all Department of Transportation Federal Highway Administration rules, regulations and guidelines.

Can your company and drivers comply with the service requirements contained in this bid request? \_\_\_\_Yes \_\_\_\_No

The charters that the University Band will require are listed on the following pages with a description of the required service for each type of trip for which the University Band will use charter buses. Please refer to these descriptions, when quoting on each of the scheduled trips.

If additional buses are needed for a trip, the University will expect the additional bus(es) to be the same cost per unit as quoted on the bid response.

The price for each bus must include all equipment, drivers, services, insurance, fuel, fuel surcharge, taxes, fees, gratuity and any other expense for each trip. The University will not incur any additional cost above the contractor's stated bid price. The University will not pay gratuities to the drivers. Prices must be firm for the charter.

The bus company will be expected to transport the group as required to and from the destination site and hotel as well as for practices, meets, meals and/or other functions as needed during the team's trip. The bus is expected to remain on site with the group at all times, unless specifically released by the group leader. The driver and bus will be expected to stay at the hotel/motel with the group at night. The University will reserve and pay for the driver's room. For purposes of calculating your company's bid price, use a maximum fifteen (15) hour day except on the day of arrival and return. If the trip involves airport transfer, the bus must remain with the group at the airport until the group's flight departs. Driver must check with the person in charge of the group travel prior to closing log book.

All buses must be 2002 or newer model with anti-lock brakes, 102". All buses must have a GPS System, wireless Internet and satellite TV. 54/57 passenger buses are required.

Bus requirements are listed in Special Conditions 9.6. ALL buses including backup buses must meet all of the requirements including GPS system, wireless internet and satellite TV – no exceptions.

Restroom facility must be completely functioning and clean. Restrooms must be cleaned and must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus. Restrooms must be sufficiently stocked with standard restroom products such as soap, paper products, and any other sanitary supplies prior to the beginning of the trip and for the entire trip.

The successful vendor must have the buses fueled up prior to picking up the group.

**THE SUCCESSFUL VENDOR MUST QUOTE USING ONLY THEIR MATCHING COMPANY OWNED BUSES. THE SUCCESSFUL VENDOR MUST HAVE 8 MATCHING 54-57 PAX BUSES.**

INVITATION FOR BID

**A. TRIPS ORIGINATING AND TERMINATING IN TUSCALOOSA, AL**

**BUS WILL STAY WITH THE BAND.** These trips will include transportation from Tuscaloosa, AL to the destination, transportation as required during the band's trip as well as for meals, and return transportation to Tuscaloosa, AL.

**Option 1:**

**Event: Alabama at BCS National Championship Game – Eight (8) Buses**

**Event Location: Miami, Florida**

Depart: Saturday, January 5, 2013, from Tuscaloosa, morning, time TBA

Travel to Miami, Stay with the group, Transport as needed.

Local Transportation needed in Miami.

Monday, January 7, 2013– Transport to football game and as needed

Return: Tuesday, January 8, 2013, morning, time TBA, Return to Tuscaloosa, AL

**54-57 passenger cost per bus per round trip \$\_\_\_\_\_ Total Cost for 8 Buses \$\_\_\_\_\_**

**Option 2:**

**Event: Alabama at BCS National Championship Game – Eight (8) Buses**

**Event Location: Miami, Florida**

Depart: Friday, January 4, 2013, from Tuscaloosa, morning, time TBA

Travel to Miami, Stay with the group, Transport as needed.

Local Transportation needed in Miami.

Monday, January 7, 2013– Transport to football game and as needed

Return: Tuesday, January 8, 2013, morning, time TBA, Return to Tuscaloosa, AL

**54-57 passenger cost per bus per round trip \$\_\_\_\_\_ Total Cost for 8 Buses \$\_\_\_\_\_**

**B. TRIPS ORIGINATING IN TUSCALOOSA, AL AND TERMINATING AT THE MIAMI AIRPORT**

**BUS WILL STAY WITH THE BAND.** These trips will include transportation from Tuscaloosa, AL to the destination, transportation as required during the band's trip as well as for meals, and drop off the group at the away site airport.

**Option 3:**

**Event: Alabama at BCS National Championship Game – Eight (8) Buses**

**Event Location: Miami, Florida**

Depart: Saturday, January 5, 2013, from Tuscaloosa, morning, time TBA

Travel to Miami, Stay with the group, Transport as needed.

Local Transportation needed in Miami.

Monday, January 7, 2013– Transport to football game and as needed

Return: Tuesday, January 8, 2013, morning, time TBA, Drop off group at Miami Airport

**54-57 passenger cost per bus \$\_\_\_\_\_ Total Cost for 8 Buses \$\_\_\_\_\_**

**Option 4:**

**Event: Alabama at BCS National Championship Game – Eight (8) Buses**

**Event Location: Miami, Florida**

Depart: Friday, January 4, 2013, from Tuscaloosa, morning, time TBA

Travel to Miami, Stay with the group, Transport as needed.

Local Transportation needed in Miami.

Monday, January 7, 2013– Transport to football game and as needed

Return: Tuesday, January 8, 2013, morning, time TBA, Drop off group at Miami Airport

**54-57 passenger cost per bus \$\_\_\_\_\_ Total Cost for 8 Buses \$\_\_\_\_\_**

**THE SUCCESSFUL VENDOR MUST QUOTE USING ONLY THEIR MATCHING COMPANY OWNED BUSES. THE SUCCESSFUL VENDOR MUST HAVE 8 MATCHING 54-57 PAX BUSES.**

# INVITATION FOR BID

## **PURCHASE ORDER CONFIRMATION:**

**UPON RECEIPT OF A PURCHASE ORDER, THE CONTRACTOR IS EXPECTED TO IMMEDIATELY CONFIRM OR DECLINE A CHARTER TRIP. IF A TRIP IS DECLINED, THE CONTRACTOR MUST FAX A COPY OF THE PURCHASE ORDER WITH A NOTE ON IT THAT SAYS:  
“NO BUSES ARE AVAILABLE FOR THIS TRIP, CHARTER DECLINED”, SIGNED AND DATED BY A COMPANY REPRESENTATIVE. PLEASE FAX TO: MS. JENNIFER PATRICK, THE UNIVERSITY OF ALABAMA PURCHASING DEPARTMENT AT (205) 348-8706.**

## **PAYMENT TERMS:**

**The University of Alabama will issue a purchase order upon award of the bid. However, payment will NOT be made until after the trip is completed. If you do not list payment terms below, the University will automatically assign Net 30 days. If you need payment immediately following the trip, you will need to use the payment term of “Net 1 day”. These terms must be on the invoice as well as the bid.**

**Payment Terms: \_\_\_\_\_% \_\_\_\_\_ days, Net \_\_\_\_\_ days**

**Your company’s website address: \_\_\_\_\_**

**Email address of the person signing this bid: \_\_\_\_\_**

# THE UNIVERSITY OF ALABAMA

## CERTIFICATION OF COMPLIANCE WITH THE STATE OF ALABAMA IMMIGRATION LAW

The undersigned officer of \_\_\_\_\_ (Company)  
certifies to the Board of Trustees of the University of Alabama that the Company  
does not employ an individual or individuals within the State of Alabama.

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICER

\_\_\_\_\_  
PRINT COMPANY NAME

\_\_\_\_\_  
PRINT NAME OF COMPANY OFFICER

\_\_\_\_\_  
PRINT TITLE OF COMPANY OFFICER

\_\_\_\_\_  
DATE

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## Company Information

**Company Name:**[View/Edit](#)**Company ID Number:****Doing Business As (DBA)****Name:****DUNS Number:****Physical Location:****Address 1:****Address 2:****City:****State:****Zip Code:****County:****Mailing Address:****Address 1:****Address 2:****City:****State:****Zip Code:****Additional Information:****Employer Identification Number:****Total Number of Employees:****Parent Organization:****Administrator:****Organization Designation:****Employer Category:****Federal Contractor Category:****Employees being verified:****NAICS Code:**[View/Edit](#)**Total Hiring Sites:**[View/Edit](#)**Total Points of Contact:**[View/Edit](#)[View MOU](#)



## DISCLOSURE STATEMENT

1. Contract/Purchase Order No. \_\_\_\_\_
2. Name of Contract/Grantee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_
3. Nature of Contract/Grant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Does the contractor/grantee have any relationships with any employee or official of the University, or a family member of such employee or official, that will enable such employee or official, or his/her family member, to benefit from this contract? If so, please state the names, relationships, and nature of the benefit.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(For employees of the University, family members include spouse and dependents. For members of the Board of Trustees (officials), family members include spouse, dependents, adult children and their spouses, parents, in-laws, siblings and their spouses.)

This Disclosure Form will be available for public inspection upon request.

The above information is true and accurate, to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Agent of Contractor/Grantee

Date: \_\_\_\_\_

RETURN FORM TO: The University of Alabama  
Purchasing Dept.  
Box 870130  
Tuscaloosa, AL 35487-0130  
Ph: (205) 348-5230  
Fax: (205) 348-8706  
[www.purchasing.ua.edu](http://www.purchasing.ua.edu)